Transamerica Life Insurance Company
Home Office: Cedar Rapids, IA
Administrative Office:
4333 Edgewood Rd NE
Cedar Rapids, IA 52499
(800) 852-4678

(Referred to as the Company, we, our or us)
TLSB15

Policy Number: 6600534140

Policy Date:

AUG 21, 2018

Insured: TOM C RETZLAFF

Owner(s): TOM C RETZLAFF

We will pay the death benefit to the Beneficiary if the Insured dies while this policy is In Force. All payments are subject to the provisions of this policy.

Signed for the Company at Cedar Rapids, Iowa on the Date of Issue.

Jay Orlandi, Secretary

Blake Bostwick, President

Burn

10 DAY RIGHT TO CANCEL - You may cancel this policy by delivering or mailing a Written Request to us or to the agent from whom it was purchased. You must return the policy to us or the agent before midnight of the 10th day after the day you receive it (or such longer period as may be required by applicable law in the state where the policy is delivered or issued for delivery). Your Written Request given by mail and return of the policy by mail are effective on being postmarked, properly addressed and postage prepaid. We must return all payments made for this policy, including any fees or charges, within 30 days after we receive notice of cancellation and the returned policy.

If you are terminating or borrowing from another life insurance policy owned by you in connection with your purchase of this policy, then this policy may be considered a replacement policy. If this policy is a replacement policy, your right to cancel is extended to midnight of the 30th day after the day you receive it (or such longer period as may be required by applicable law in the state where the policy is delivered or issued for delivery).

Term Insurance to the Policy Anniversary at the Insured's Age 105
Level Death Benefit Payable at Death of the Insured
Prior to the Policy Anniversary at the Insured's Age 105

Premiums Payable During the Life of the Insured to the Policy Anniversary at the Insured's Age 105

Premiums are Subject to Changes as Stated in the Schedules of Premiums Provision, But Will Not Exceed Specified Guaranteed Premiums

See Schedule of Guaranteed and Non-Guaranteed Premiums in the Policy Data for Amount of Premiums

Nonparticipating - No Dividends

If you have a complaint, you can contact your State Insurance Department at: (602)364-2499 AZ

ICC16 TL24

Page 1

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Face books 1 + B

, Ouse 2.24 ov 00073 Ne		iica 011	EXHIBIT D
Secretary of State		DP-1	FILE NO:
Declaration of D	omestic Partnership	-	
IMPORTANT — Read instructions before	completing this form.		
Filing Fee - \$33.00 if both partners are	under the age of 62;		
\$10.00 if either partner is 6	2 or older		This Space For Office Use Only
Declaration Statement (Do not alter	the Declaration Statement - ALL mu	st be true to	
We, the undersigned, do declare the fo	ollowing:		
We meet the requirements of California		vhich are a	as follows:
			omestic partnership with someone else
that has not been terminated,	dissolved, or adjudged a nullity.		em from being married to each other in
this state.			
<ul> <li>Both persons are at least 18 year</li> <li>Both persons are capable of companies.</li> </ul>			297.1.
1			r the purpose of a proceeding to obtain
a judgment of dissolution or nullity	of the domestic partnership or eding related to the partners' rig	for legal s	separation of partners in the domestic oligations, even if one or both partners
To the best of our knowledge and omissions of fact.	belief, the representations here	in are true	e and correct, and contain no material
Filing an intentionally and mater misdemeanor. (Section 298(c).)	rially false Declaration of Do	mestic Pa	rtnership shall be punishable as a
2. Names of Partners (Please type or p	rint legibly in blue or black ink.)		
a. Partner 1 First Name	Middle Name		Last Name
Thomas	Christopher		Retzlaff
b. Partner 2 First Name	Middle Name		Last Name
Tayjalaya	Storm		Williams
3. Optional: Middle or Last Name Ch		ange restric	tions.)
a. Date of Birth (Required for Name Change)	Partner 1 New Middle Name		Partner 1 New Last Name
March 14, 1966	Date Ohio Alia		No. do a construction of the construction of t
b. Date of Birth (Required for Name Change)  October 14, 1998	Partner 2 New Middle Name		Partner 2 New Last Name
4. Mailing Address	I		
Address	City (no abbre	wiations)	State   Zin Code

Address	City (no abbreviations)	State	Zip Code
PO Box 46424	Phoenix	AZ	85063-6424

5. Read and Sign Below (This form must be signed by both partners and acknowledged by a notary public.)

Jon Rall /	May 17, 2021	
Partner Signature	Date	_
Sautaluja / whitem	May 17, 2021	
Partner 2 Signature	Date	_
<del></del>		



### **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Galifornia Arizona County of Maricopa before me, <u>CAROL M + Cabe</u> (insert name and title of the officer) On May 17, 2021 personally appeared Thomas Retzlaff & Tayjalaya Williams who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. ARIZONA WITNESS my hand and official seal. CAROL MCCARE Notary Public - Arizona Maricopa County Signature <u>Carol</u> M Lake Commission # 589706

(Seal)

My Comm. Expires Oct 19, 2024



4333 Edgewood Road NE I Cedar Rapids, IA 52499 I www.transamerica.com

Tom C Retzlaff PO Box 46424 Phoenix, AZ 85063-6424

June 1, 2021

Policy #: 6600534140

Insured Name: Tom C Retzlaff

Dear Tom C Retzlaff:

Thank you for being a valued Transamerica customer. Based on information you recently provided, we've updated your policy to show the following beneficiary designations:

Beneficiary Name	Beneficiary Type	Irrevocable	Benefit
Tayjalaya Storm Williams	Primary	No	75%
Collin A Retzlaff	Primary	No	25%
None Listed	Contingent		

Please keep this letter for your records.

If you have questions, please contact your insurance agent or give us a call at 800-238-4302, weekdays 9 a.m. - 6 p.m. ET. We can also be reached by fax at 800-235-4782 or by email at tii.customerservice@transamerica.com.

Best regards,

Transamerica

Selectquote Insurance Services 13593 CC:



## RECEIVED AS IS

Transamerica Life Insurance Company Home Office: 4333 Edgewood Road NE Cedar Rapids, IA 52499 (the "Company")

Beneficiary Designation Form

Policy Number:	6600534140	Insured's	Name: Tom F	etzlaff	
Owner's Name Tom Retzlaff		Ĩ.	Company, will	nation of this change, if recorde be mailed to the owner's addre cated below and initialed by the	ss unless
Address			Return confirm		Owner's Initial
PO Box 46424	Ct-t-	7:-	,	ency/GA Code	
Phoenix, AZ 85063	State	Zip	Fax to: (	)	
	ress update is needed.	<u> </u>			
This Beneficiary Des number above. Pleas completing the form. legal adequacy or vali	ignation cancels all prior Ber se see instructions, signatur lif this form is recorded by the dity of the transaction request	e requirements, sp ne Company, such ted.	pecial provisions, recording does r	ent agreements for the Policy and sample Beneficiary Des not mean that the Company ha	ignations before s passed on the
beneficiaries in eq beneficiary's share in Primary Beneficiary share(s) that would h	ual shares unless otherwing percentage of the Policy's Dolling (ies): If more than one benefave been payable to the dece	ise indicated. Feath Benefit next to ficiary is named, and eased beneficiary(ic	or multiple ber to their names. (S and any benefician s) will be made	elicy's death benefit will be preficiaries of unequal shares ee next page for additional instructional instruction of the surviving if applicable, must separately each of the survivional sequences.	, indicate each tructions.)  payment of the beneficiary(ies)
Name (list below)	Address (list below)	li safaaaa aa	ate, Zip	Relationship	Percentage
	illiams, 13022 W. Columbir			Spouse / domestic partner	
	1833 W. Rosewood Dr., El				5%
Continuent Panelisia	in (flee). Becokes a respect of at	the death of the less		he Primary Beneficiaries predec	and the leaves of
Name (list below)	Address (list below)		ate, Zip	Relationship	Percentage
	1			•	
210-317-9800			Tom Retzlaff		
Owner's Daytime Teleph	one Number		Print Owner's Comp	olete Name	
			475-94-5528		
Irrevocable Beneficiary	Signature (if applicable)		Owner's Social Sec	uda Aumber/Tax ID N/mbe	
Witness Signature	,		Owner's Signatore	include Title, if Business or Trus	
Address of Witness			Owner's Signature	include Title, if Business or Trust)	-
1	·	!	Date Signed: May	20, 2021	
ļ				t (ponto terre	

TOB 306M-0809

(SIGNATURE REQUIREMENTS ON NEXT PAGE)

TG-NF



\* D T O 7 3 \*

# Page 6 hi 2d / D

## CLERK OF THE ARIZONA SUPERIOR COURT IN AND FOR THE COUNTY OF MARICOPA

### IN THE MATTER OF THE APPLICATION OF:

Name 1: THOMAS CHRISTOPHER RETZLAFF

ANI

Name 2: TAYJALAYA STORM WILLIAMS

FOR A LICENSE TO MARRY

AFFIDAVIT FOR MARRIAGE LICENSE

GROOM STATE OF ARIZONA County of Maricopa

Per A.R.S. 12-2221, I do swear or affirm and under penalty of perjury that: THOMAS CHRISTOPHER RETZLAFF is my true name; that my age is 55 years; that I have provided my social security number to the Clerk of Superior Court and it will be maintained confidentially according to provisions of A.R.S. 25-121C; that I reside at 13022 W. Columbine Dr., El Mirage, AZ 85335; that we meet the requirements to marry as outlined in A.R.S. 25-101; and that I understand information on sexually transmitted diseases is available from the County Health Department on request and that these diseases may be transmitted to my unborn children.

Signature: Tom Raff	-
Affirmed by me this 18 day of June, 2021	(Month, Year)
Jeff Fine Clerk of the Superior Court	-

BRIDE STATE OF ARIZONA County of Maricopa

Per A.R.S. 12-2221, I do swear or affirm and under penalty of perjury that: TAYJALAYA STORM WILLIAMS is my true name; that my age is 22 years; that I have provided my social security number to the Clerk of Superior Court and it will be maintained confidentially according to provisions of A.R.S. 25-121C; that I reside at 13022 W. COLUMBINE DR., EL MIRAGE, AZ 85335; that we meet the requirements to marry as outlined in A.R.S. 25-101/and that I understand information on sexually transmitted diseases is available from the County Health Department on request and that these diseases may be transmitted to my unborn children.

Signature

Affirmed by me this Ay day of

(Month, Year)

Jeff Fine Clerk of the Superior Court

License #:

Filed 07/19/24 Case 2:24-cv-00379-ROS Document 36-2 Record Of Marriage
Clerk of the Superior Court COUNTY OF MARICOPA STATE OF ARIZONA THOMAS CHRISTOPHER RETZLAFF / 55 and Name/Age of Groom TAYJALAYA STORM WILLIAMS / 22 Name/Age of Bride Phoenix were united in marriage in State and/or Country City in accordance with the laws of the State of Arizona on this 28 Hul Waren Signature of Signature 9 Signature & Cowen T. Waring Signature of Person Performing C Person Performing Ceremony (please print) Pursuant to A.R.S 25-128, the person performing the ceremony must within 30 days, forward the bottom portion (Record of Marriage) for official recording to: Clerk of the Superior Court 601 W. Jackson Street, Phoenix, AZ 85003 License to marry expires if not used by: JUNE 18, 2022 2 The foregoing instrument is a full, true and correct copy of the original marriage license recorded in this Office. Attest 5/3/23 JEFF FINE, Clerk of the Superior Court of the State of Arizona, in and for the County of Maricopa.



Transamerica Life Insurance Company Home Office: 4333 Edgewood Road NE Cedar Rapids, IA 52499 (the "Company")

# Beneficiary Designation Form

Policy Number:	6600534140	Insured's Name: Tom R	etzlaff	
Owner's Name Tom Retzlaff		Company, will	ation of this change, if reco be mailed to the owner's ac ated below and initialed by	idress unless
Address		Return confirm		Owner's Initial
PO Box 46424		General Age	ency/GA Code	
City		Fax to: (	)	
Phoenix, AZ 85063				
This Beneficiary Des number above. Plea completing the form. legal adequacy or val	Iress update is needed.  signation cancels all prior Beneficions se see instructions, signature rule if this form is recorded by the Cidity of the transaction requested.	equirements, special provisions, Company, such recording does n	and sample Beneficiary ot mean that the Company	Designations before has passed on the
beneficiaries in eq beneficiary's share in Primary Beneficiary share(s) that would h	's full name, address and relation  and shares unless otherwise  a percentage of the Policy's Deat  f(les): If more than one beneficial  ave been payable to the decease  cated. Percentage for both the pr	indicated. For multiple ben h Benefit next to their names. (So my is named, and any benefician ed beneficiary(ies) will be made i	eficiaries of unequal sha ee next page for additional y(ies) predecease the Insu n equal shares to the surv	ares, indicate each instructions.) ared, payment of the iving beneficiary(ies)
Name (list below)	Address (list below)	City, State, Zip	Relationship	Percentage
	filliams 13022 W. Columbine		Wife	100%
			ni na	4
Name (list below)	ary(ies): Receives proceeds at the Address (list below)	City, State, Zip	ne Primary Beneficianes pre Relationship	decease ine insured. Percentage
210-317-9800 Owner's Daytime Telepi		Tom Retzlaff Print Owner's Comp 475-94-5528		
Witness Signature	Signature (if applicable)		irity Number/Tax ID Number  O'N  include Title, if Business or Fre	rst)
Address of Witness	7		include Title, if Business or Tra	ust)
		Date Signed: Aug	ust 28, 2021	

(SIGNATURE REQUIREMENTS ON NEXT PAGE)

### **OWNERSHIP**

### Owner of the Policy

The owner may exercise all rights under this policy during the Insured's lifetime, including the right to transfer ownership subject to applicable law and regulation. If ownership is shared by more than one person, all such persons must act together to exercise a right. Unless otherwise specified, if a co-owner dies during the Insured's lifetime, the co-owner's interest in this policy will pass to the remaining co-owners. If the owner or all co-owners die during the Insured's lifetime, ownership will pass to the contingent owner, if one has been named; otherwise, ownership will pass to the owner's estate. You may change the owner by filing a Written Request with us. We will not be bound by any change of ownership until we record it in our records. Unless otherwise specified by you, the change will then take effect as of the date the change is signed by you, subject to any payments made or actions taken by us prior to our recording of the change.

## Assignment of the Policy

You may assign this policy by filing a Written Request with us. We will not be bound by any assignment until we record it in our records. Unless otherwise specified by you, the assignment will then take effect on the date the assignment is signed by you, subject to any payments made or actions taken by us prior to our recording of the assignment. We assume no responsibility for the validity or effect of any assignment of this policy or of any interest in it. Any death benefit which becomes payable to an assignee will be payable in a single sum and will be subject to proof of the assignee's interest and the extent of the assignment.

### THE BENEFICIARY

### Who Receives the Death Benefit

When the death benefit is payable under this policy, we will pay it to the Primary Beneficiary named by you in accordance with this policy. If no Primary Beneficiary has been designated, or if the interest of all designated Primary Beneficiaries has ended before we make payment of the death benefit, we will pay the death benefit to the Contingent Beneficiary, if one has been named. If the interest of all designated Primary and Contingent Beneficiaries has ended before we make payment of the death benefit, we will pay the death benefit to you. If you are not living at that time, we will pay the death benefit to your estate.

Unless you specify otherwise, the following will apply:

- 1. If any Beneficiary dies before the Insured, at the same time as the Insured, or within 30 days after the Insured, that Beneficiary's interest in the death benefit will end, except as to any death benefits we have already paid to that Beneficiary.
- If a Beneficiary is a partnership, we will pay the death benefit to the partnership as it existed when the Insured died.

### How to Change a Beneficiary

You may name or change a Primary or Contingent Beneficiary while the Insured is living by sending us a Written Request. The change will not be effective until we record it in our records. Even if the Insured is not living when we record the change, the change will take effect as of the date it was signed, unless otherwise specified by you. However, any benefits we pay before we record the change will not be subject to the change.

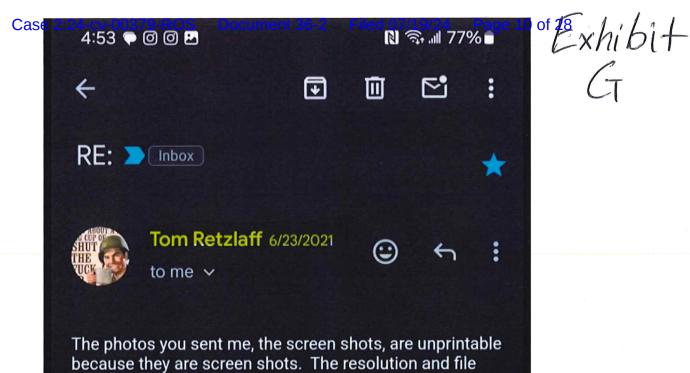
A Beneficiary designated irrevocably may not be changed without the written consent of that Beneficiary.

### THE DEATH BENEFIT

### Amount of the Death Benefit

The amount of the death benefit is equal to the Face Amount. The amount of the death benefit may be affected by the Misstatement of Age or Sex provision of this policy.

ICC16 TL24



The photos you sent me, the screen shots, are unprintable because they are screen shots. The resolution and file size is too small to make decent prints. So I will need you to please send me a link to the drive with the original pictures. Then I can print these and put them on our walls and such!! At least the ones you like, anyways. The other ones I might like. But I will keep them to myself so I can also enjoy them. As far as I am concerned, you take no bad pictures. I love them all. But you are my wife!! And I love everything about you!!!!!!!!

Seriously. I mean that, Tayjalaya.

Each of these is really awesome, Tay. The alien pics I really liked, once you explained to me that the lighting was done purposefully for effect. But these screen shots are of such low resolution / small file sizes, that I cannot do anything with them  $\ \odot$ 

I don't know when you will see this email. Since right now you are in the kitchen cooking us our food. But I just want you to know that you really are such an amazing person and I am sooo glad that God brought us together and we are getting married!!





you to know that you really are such an amazing person and I am sooo glad that God brought us together and we are getting married!!

This is so awesome! I can't hardly sleep I am so super excited about it.

You are really the only person who has ever treated me this well.

I am so grateful for you being in my life, Tayjalaya.

Listen, I want to get the marriage paperwork signed and filed as soon as possible. We can do the wedding ceremony in September, if that is what you want. But I want to get the paperwork all done quickly. I don't know what the future has in store and there is talk about the possibility of another lockdown because of the "Delta" or India-version mutant strain of the virus. It is hitting the Midwestern part of the country (Missouri, Arkansas, Illinois and such) especially hard and hospitals are filling up – again. It is supposed to be more contagious and deadly then the "regular" Covid strain. So getting the paper work at least all signed and filed with give me and us a sense of safety. So we can then have our wonderful wedding ceremony in September or whenever you feel.

I just have this feeling of "doom" or a Sword of Damocles hanging over my head. I've mentioned this before. But everything is in such a state of flux that I feel it is important to get things done as soon as possible because yo don't know what the future will have in store and I don't wish to miss an opportunity. I worry that something might happen to me. I cannot explain it or why. So I want to make sure you are <u>fully</u> protected for every eventuality. And us getting the paperwork sign and filed already will not diminish the wonderful ceremony that you will be

Exhibit

Illinois and such) especially hard and hospitals are filling up – again. It is supposed to be more contagious and deadly then the "regular" Covid strain. So getting the paper work at least all signed and filed with give me and us a sense of safety. So we can then have our wonderful wedding ceremony in September or whenever you feel.

I just have this feeling of "doom" or a Sword of Damocles hanging over my head. I've mentioned this before. But everything is in such a state of flux that I feel it is important to get things done as soon as possible because yo don't know what the future will have in store and I don't wish to miss an opportunity. I worry that something might happen to me. I cannot explain it or why. So I want to make sure you are fully protected for every eventuality. And us getting the paperwork sign and filed already will not diminish the wonderful ceremony that you will be planning and putting together. Plus, us getting the marriage paperwork done now will help reduce the cost for the wedding ceremony by cutting an unnecessary part out of it and leaving the rest of it for the wonderful party and celebration!!!!



### August 8, 2021 · 8:21 PM

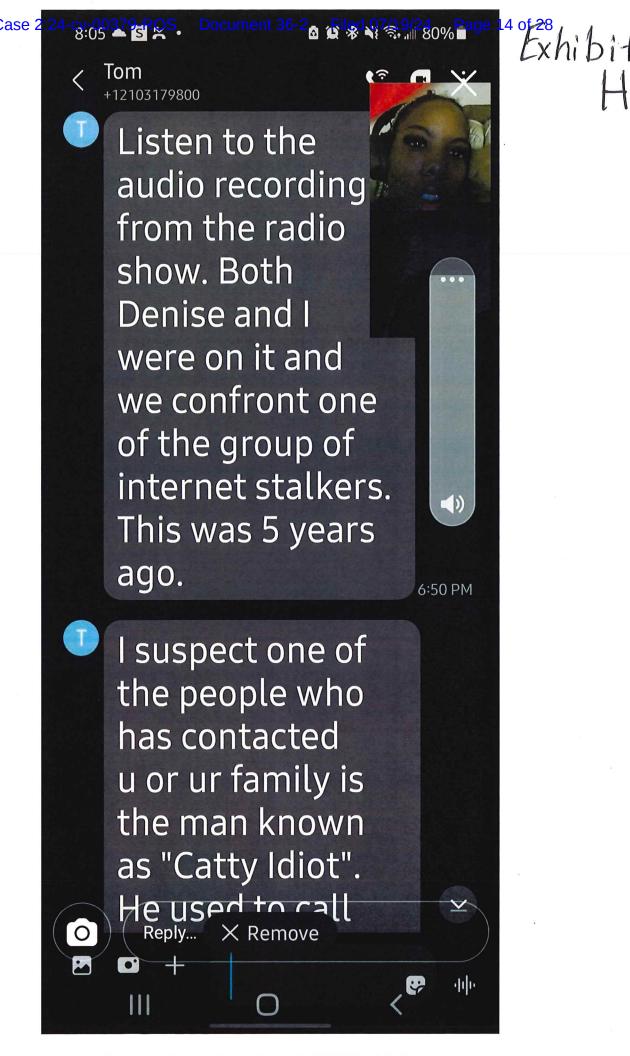
Screenshot\_20210808-202104\_Instagram.jpg /Internal storage/DCIM/Screenshots

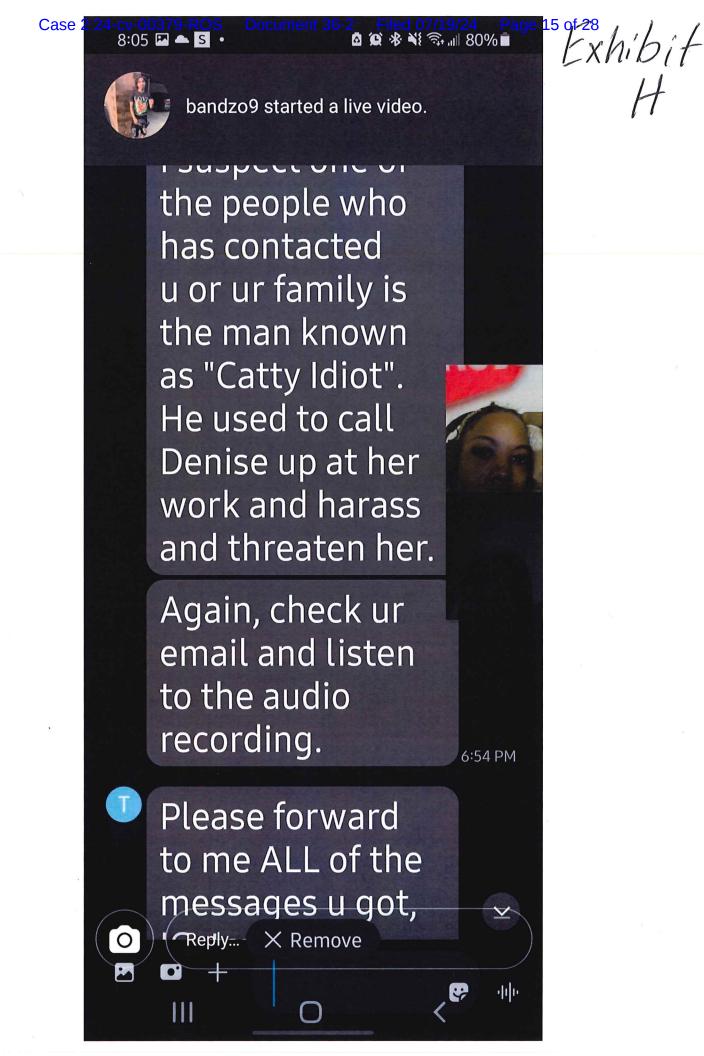
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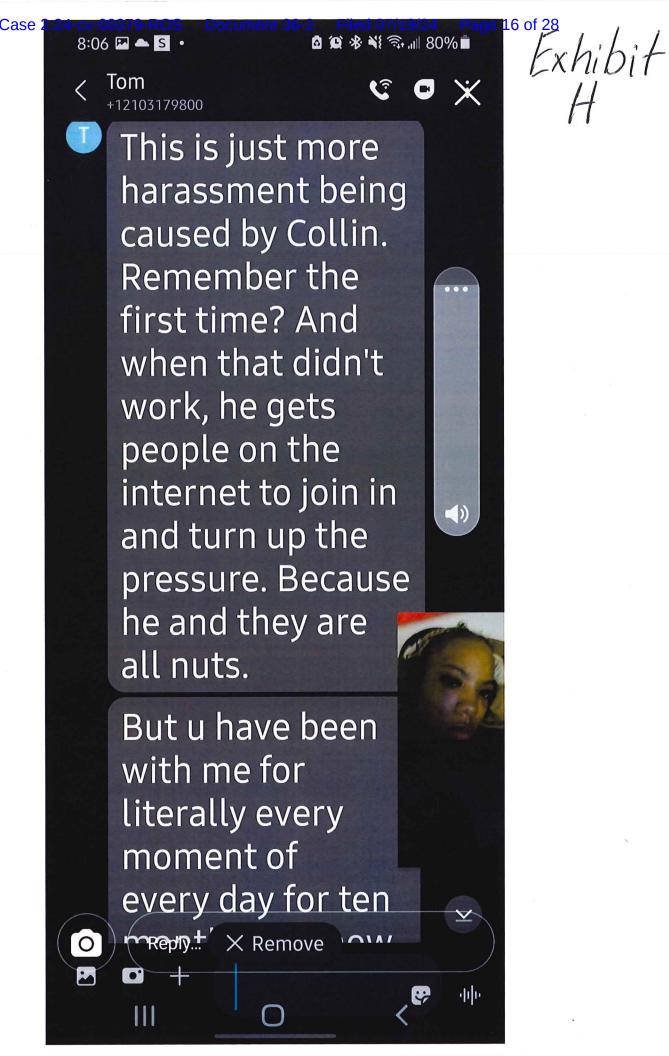
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1080x2400

ЗМР







Page 17 of 28 f I 1 Filed 07/19/24 Case 2:24-cv-00379-ROS Document 36-2 Officer Report for Incident E21090092 Page 2 of 56 T313 T313 J214 T215 R J Thomas Z J Ohs C M McDonough H R Wheat S C Moncrieff R D Peoples C D Campbell C C Culp T215 G210 311 G220 J D Vargas T M Slater M S Vanorski S N Navarro D106 D100 D104 121 T323 A A Go
M J Jacobs
T W McCracken
J A McCullom
D M Crandall T323 111 T122 T122 T313

Agency: EMPD
Last Radio Log: \*\*5\*\*\*\*\*\*\*\*\*\*\*\*\*
Clearance: £6 Report Taken
Disposition: CAA Date: 02/23/22
Occurred between: 22:37/23 09:01/21
and: 22:37/23 09:01/21

Method: Wednesday

Relationship

Related RELATED

RELATED

RELATED

Z J Ohs J L Johnston J L Michael J R Chavez G K Jordan

I M Takashige

Surprise A/C Y Bojorquez

Modus Operandi: Day of Week

Involvements

Date

09/21/21 09/17/21

09/14/21

09/13/21

Responsible Officer: SJ Hewetson Received By: M Felix How Received: T Telephone When Reported: 22-43:42 09:01/21 Judicial Status: Misc Entry:

> Type Law Incident Law Incident Law Incident

Law Incident

D105 H802 L30 P21

G320

Description : Preferred Day of Week

Description Unwanted Guest E21090955 Citizen Assist E21091189

Follow Up E21090934

Follow Up E21090899

Page 3 of 56 Officer Report for Incident E21090092 Follow Up E21090614 RELATED 09/09/21 Law Incident 09/06/21 09/06/21 09/05/21 Law Incident Law Incident Law Incident Follow Up E21090373 Follow Up E21090374 Follow Up E21090291 RELATED RELATED RELATED 09/04/21 Law Incident Welfare Check E21090238 RELATED 09/04/21 09/03/21 01/04/23 Law Incident Law Incident Name Follow Up E21090254 Follow Up E21090206 RELATED Related Contacted Contacted Name Name 01/04/23 01/04/23 Other Name Name Name Name Name Name Name Vehicle 01/04/23 10/07/21 09/04/21 Other Mentioned Investigative Lead RETZLAFF, THOMAS CHRISTOPHER 09/03/21 Victim Contacted
Contacted
Complamant
Vehicle 09/03/21 09/03/21 09/03/21 09/03/21 22:43:42 09:01/21 Welfare Check Initiating Call 09/01/21 Cad Call 09/02/21

Exhibit I.2

Screenshot\_20240703\_174325\_Drive.jpg

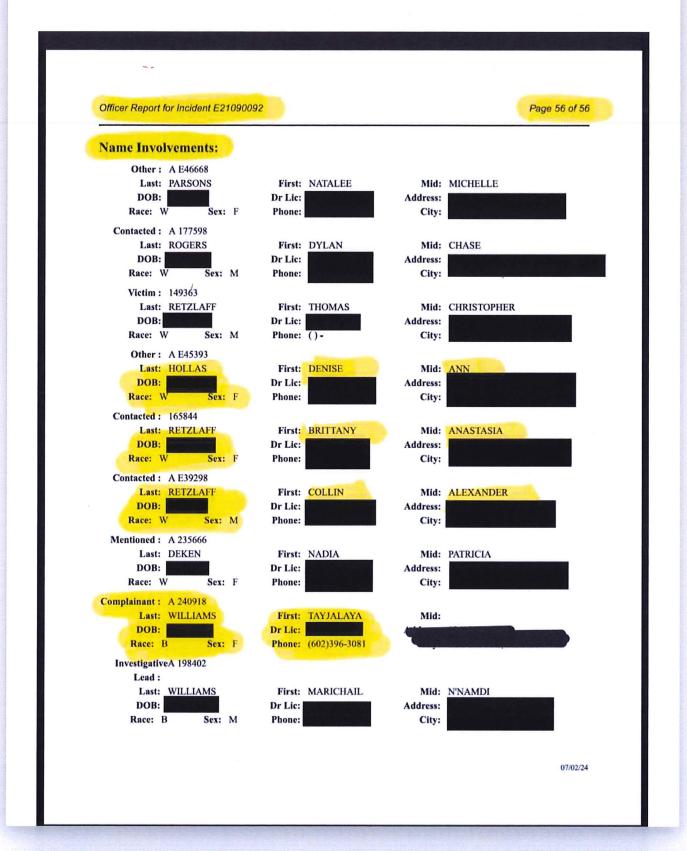




Show email





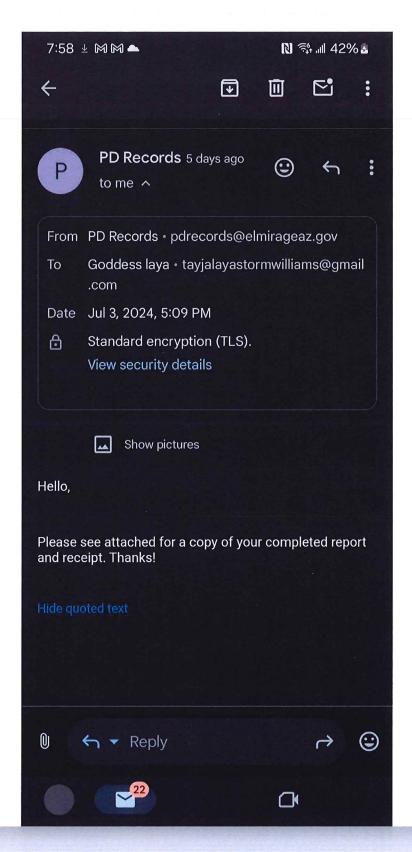


Page 19 of 28 Exhibit I.3

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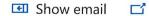


Page 20 of 28 Exhibit I.3

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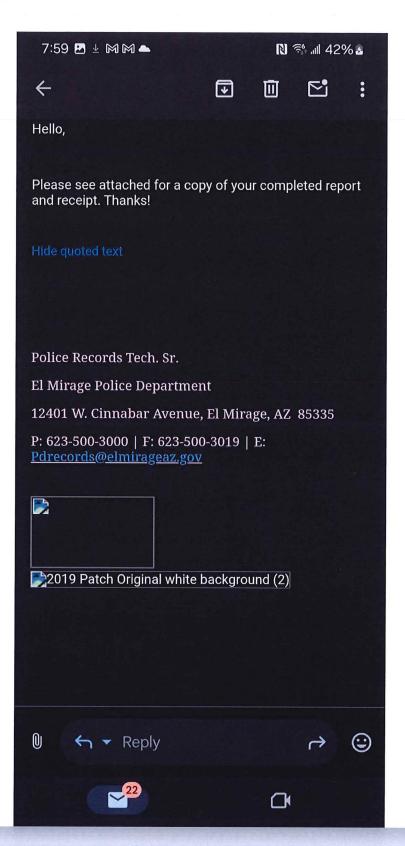
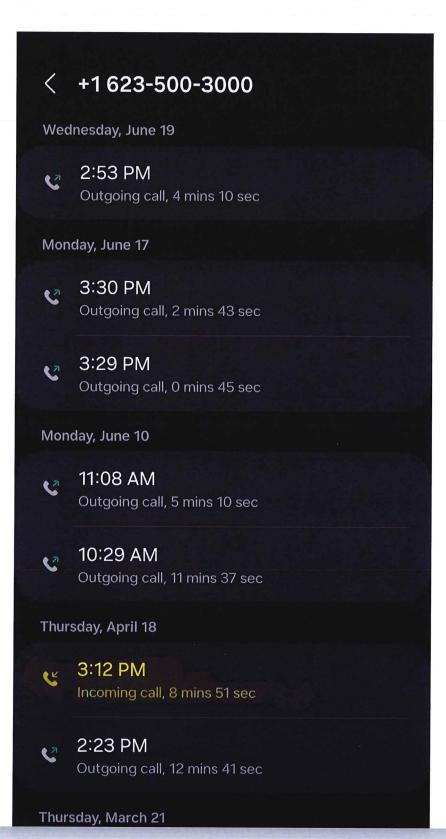
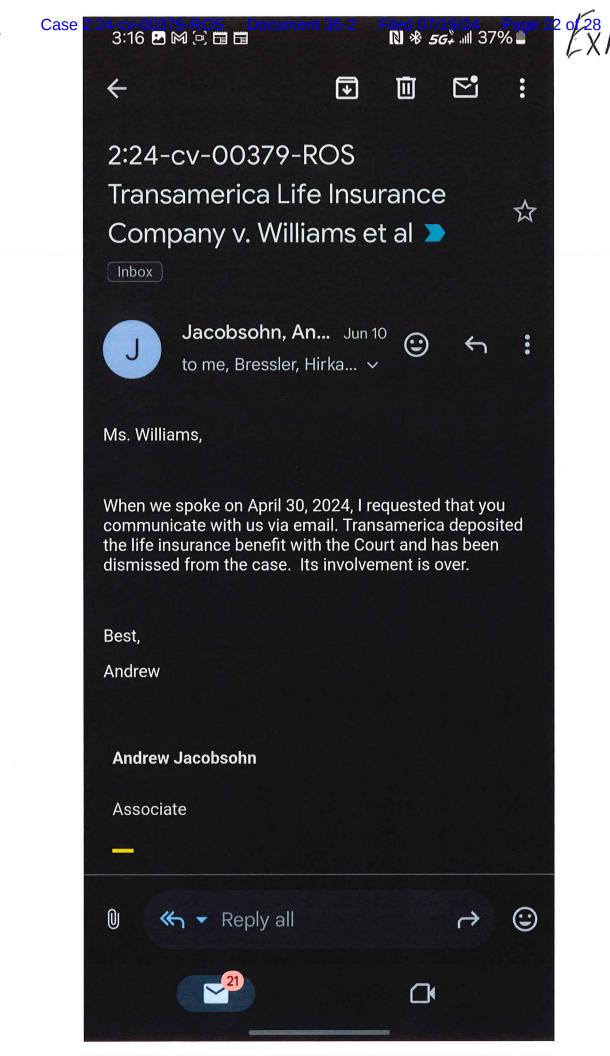


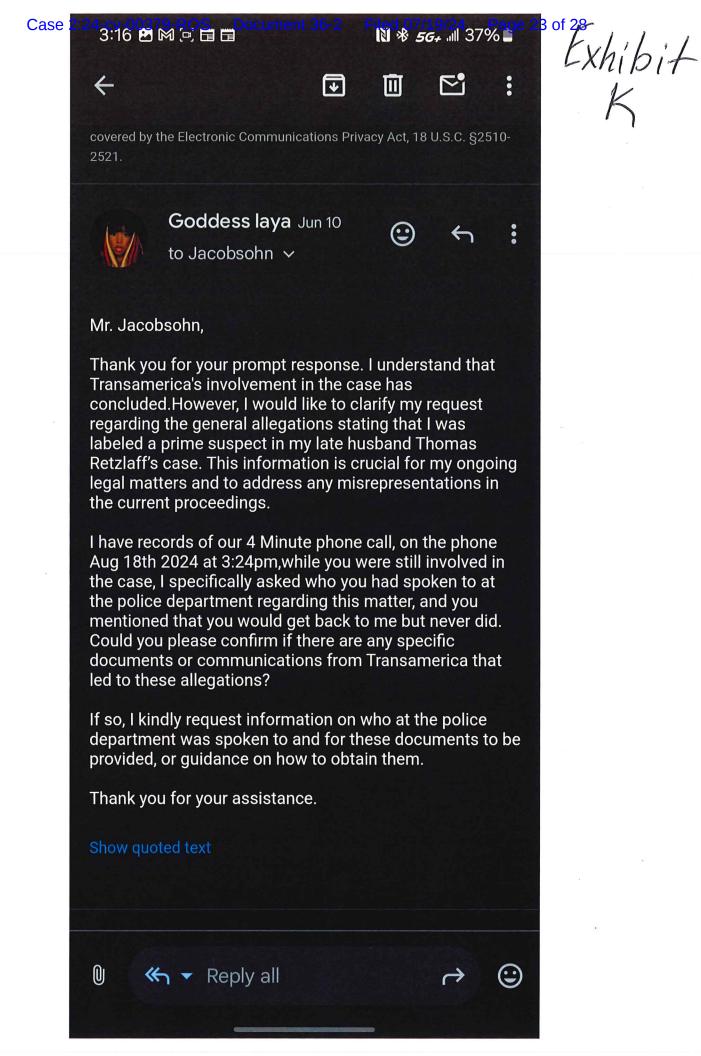
Exhibit J

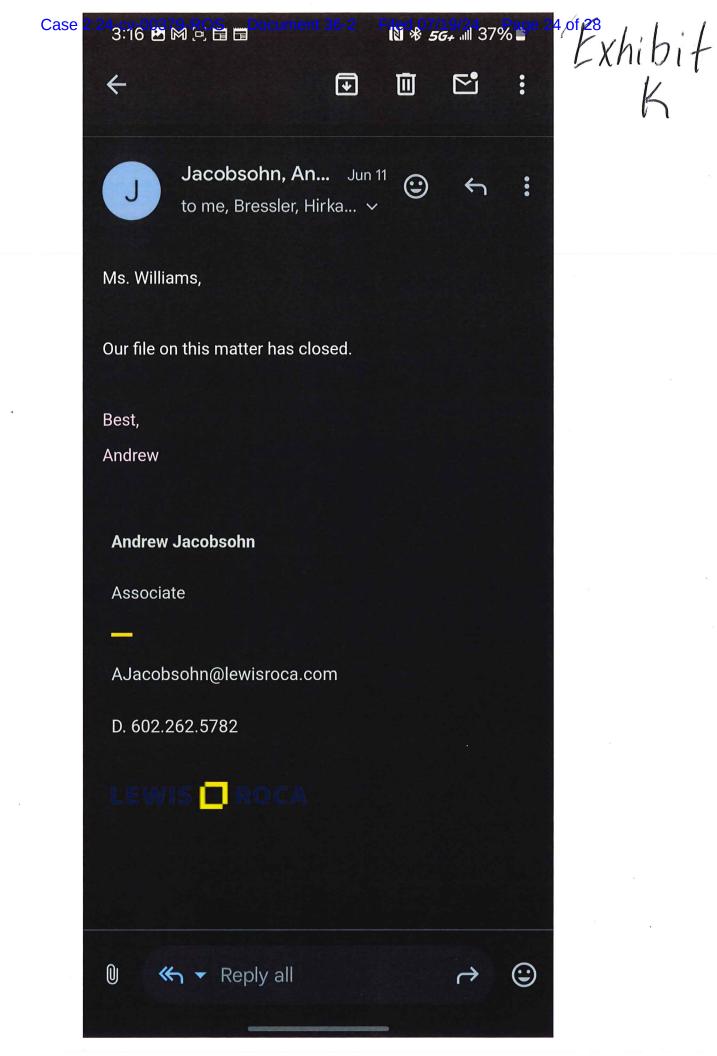
Screenshot\_20240708\_055736\_Phone.jpg

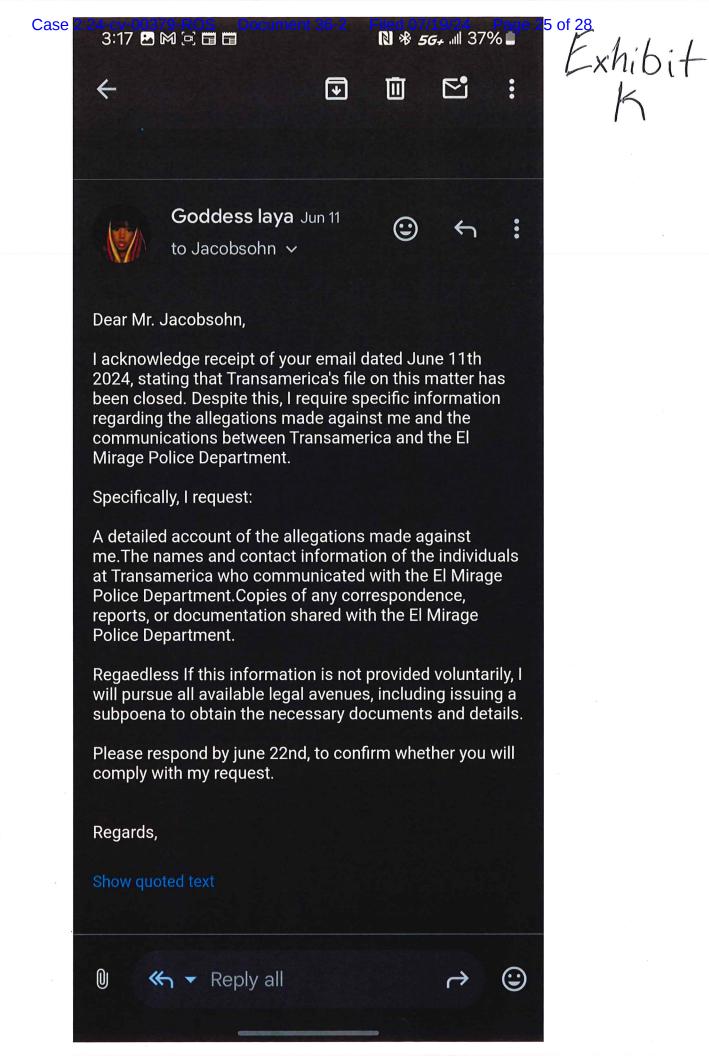
Show email

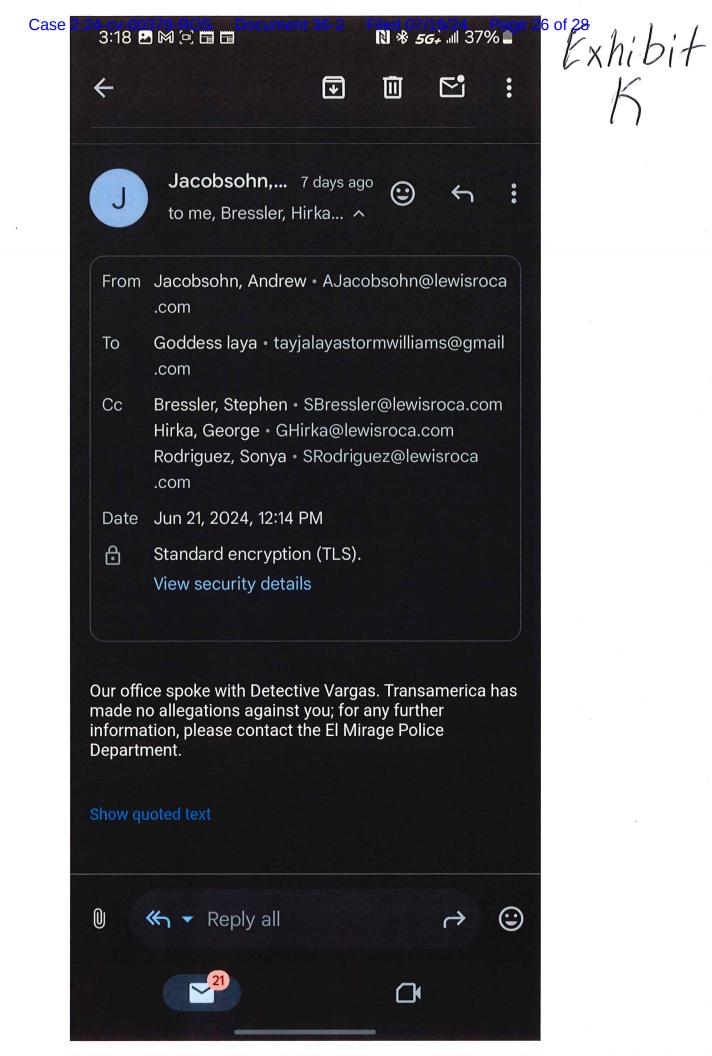












2	Filing addresses only a narrow facet of Transamerica's Motion for deposit-related relief
3	Transamerica's entitlement to attorneys' fees.
4	As a disputed matter arising from contract, Transamerica is entitled to fees under
5	A.R.S. § 12-341.01. Furthermore, Transamerica is an innocent stakeholder in this matter
6	and is entitled its reasonable attorneys' fees and costs for having to institute this action,
7	detailed in the Motion at pages 5 and 6. Transamerica therefore respectfully reiterates its
8	request that the Court grants its Motion and award it its reasonable attorneys' fees and
	124416132.1

### Case 2:24-cv-00379-ROS Document 22 Filed 04/17/24 Page 2 of 3

costs.

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### 3. Summary Judgment

Transamerica is an innocent stakeholder in this matter. Williams' request for Summary Judgment is instead better directed at and addressed by the other Defendants. Therefore, Transamerica expresses no position as to which Defendant is entitled to the Policy Benefits.

#### 4. Motion To Strike

The request to strike directed at Transamerica is limited to Transamerica's statement at ¶ 15 of its Complaint that "on February 1, 2022, Transamerica spoke with the El Mirage police department, who stated that Collin Retzlaff was not cleared of involvement, and that Tayjalaya S. Williams was the prime suspect." ECF No. 1.

The statement at ¶15 is an accurate summary of a Transamerica employee's conversation with the El Mirage police department on February 1, 2022. The El Mirage police department also informed Transamerica's counsel on February 12, 2024 that the case was still under investigation. The El Mirage police department confirmed to Transamerica's counsel on April 16, 2024, that Williams remains a suspect.

### 5. Collin Retzlaff's Summons Response

Transamerica expresses no position as to any portions of the Filing directed at Collin Retzlaff.

DATED this 17th day of April, 2024.

### LEWIS ROCA ROTHGERBER CHRISTIE LLP

By: /s/Andrew Jacobsohn Stephen M. Bressler Andrew Jacobsohn Attorneys for Interpleader Plaintiff Transamerica Life Insurance Company

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Original of the foregoing filed via CM/ECF, copies emailed or mailed via U.S. Mail this 17th day of April, 2024, to:

Exhibit M

### PAYMENT OF THE DEATH BENEFIT

### **Proof of Death**

We will pay any benefit payable because of death when we receive due proof that the Insured's death occurred while this policy was In Force. The proof must be sent to us at our Administrative Office. We will send appropriate forms to the Beneficiary upon request. Any of our agents will help the Beneficiary fill out the forms without charge.

### Adjustments to the Death Benefit

Before paying the death benefit we will add to the amount of the payment the amount of any portion of a paid premium which applies to a period beyond the Insured's date of death (excluding any premiums waived under any Rider attached to this policy). We will also adjust the amount of the payment in accordance with any attached Riders, subject to their terms.

We will reduce the amount of the payment by any amount necessary to provide insurance to the date of the Insured's death occurring during a grace period.

### Interest from Date of Death

We will pay interest on the death benefit under this policy after we receive due proof of the Insured's death. We will pay interest on the death benefit from the date of death to the date of payment. The annual interest rate will be at least the greater of 1% or the rate paid by us on funds left on deposit as of the date of death of the Insured. We will pay additional interest at a rate of 10% annually, beginning with the date that is 31 calendar days from the latest of items 1, 2 and 3 below to the date payment is made: 1. The date we receive due proof of the Insured's death. 2. The date we receive sufficient information to determine our liability, the extent of our liability and the appropriate payee legally entitled to the death benefit. 3. The date that legal impediments to payment of the death benefit that depend on the action of parties other than us are resolved and sufficient evidence is provided to us. Legal impediments include, but are not limited to: a) The establishment of guardianships and conservatorships; b) The appointment and qualification of trustees, executors and administrators; and c) The submission of information required to satisfy state and federal reporting requirements. If the death benefit includes a refund of premiums received by us after the Insured's death and we do not refund those premiums within 30 days after we receive due proof of the insured's death, we will pay interest on such refund from the date of death to the date of payment. The interest rate will be determined by us, but will never be less than 1% annually.

#### **PREMIUMS**

### Premiums

To keep this policy in force, each premium must be paid in advance. Premiums should be sent to our Administrative Office or as otherwise instructed by us. We will give you a receipt if you ask for one. The first premium is due on the Policy Date. Subsequent premiums are payable while the Insured is living and within the grace period. If a part of the premium ceases to be payable under the provisions of a Rider, the premium will be reduced accordingly. The mode of premium payment may be changed on any Policy Anniversary to any other mode shown in the Policy Data.

### Schedule of Premiums

Premiums for this policy (excluding premiums for certain Riders) will remain level until the First Premium Increase Date shown in the Policy Data. Beginning on the First Premium Increase Date, premiums will increase annually.

The Policy Data includes two schedules of annual premiums. For any Policy Year after the First Premium Increase Date, we may charge a lower premium than the guaranteed annual premium, but we will not charge a higher annual premium. Any lower annual premium will be in effect for one year and will apply to all policies having the same plan, issue year, class of risk, face amount, sex, and premium schedule as the this policy.